

IN THE CHANCERY COURT FOR ROANE COUNTY, TENNESSEE

JEFF HOLT & wife, MELISSA HOLT

Plaintiffs

vs.

STATE FARM FIRE & CASUALTY
COMPANY

Defendant.

CASE NO. 2013 211

COMPLAINT

Comes the Plaintiffs, Jeff Holt & Melissa Holt, by and through counsel,
and would show the Court.

1. That the Plaintiffs are citizens and residents of Roane County,
Tennessee and that the property that is the subject of this lawsuit is located in
Roane County, Tennessee.

2. That the Defendant is a corporation and company authorized to do
business in the State of Tennessee.

3. That on or about January 15, 2010, the parties entered into a
insurance contract for certain real estate improvements located on Hall Road in
Roane County, Tennessee. Said insurance policy insured the dwelling for
\$525,000.00 and personal property for \$393,750.00. A copy of the Declaration
Page of said policy is attached as Exhibit A hereto.

4. That on or about January 9, 2010, a fire occurred on said premises

FILED OCT 17 2013 CLERK
SHANNON CONLEY C & M
cc: Quinn McIntosh PC

beginning in the garage of said dwelling and eventually engulfing the total premises of the Plaintiffs. The dwelling and all contents were a total loss.

5. That said insurance policy carried Option ID: Increased Dwelling, which provided an additional 20% of coverage if base limit of policy (\$525,000.00) is exceeded and it is an increased cost to restore the house to its *pre-loss condition*.

6. That said insurance policy included contents coverage under State Farm Homeowners Form FP-7955 KT had a limit of \$393,750.00) and is settled *based on actual cash value bases* until such time as the property has been replaced. The Personal Property Inventory Forms had to be submitted, and evidenced using correct replacement costs for each item listed less any *applicable depreciation*. Depreciation is recoverable if the items are replaced within two (2) years.

The following policy language applies:

SECTION 1 - LOSS SETTLEMENT

Only the Loss Settlement provisions shown in the Declarations apply. We will settle covered property losses according to the following:

COVERAGE B – PERSONAL PROPERTY

1. B1- Limited Replacement Cost Loss Settlement

- a. We will pay the cost to repair or replace property covered under **Section 1 – COVERAGES, COVERAGE B – PERSONAL PROPERTY** except for property listed in Item b below, subject to the following:

- (1) Until repair or replacement is completed, we will pay only the costs to repair or replace less depreciation.

(2) After repair or replacement is completed, we will pay the difference between the cost to repair or replace less depreciation and the cost you have actually and necessarily spent to repair or replace the property, and

(3) If property is not repaired, or replaced within two years after the date of loss, we will pay only the cost to repair or replace said depreciation

b We will pay market value at the time of loss for

(1) Antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced *with new articles*,

(2) Articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs and collection items, and

(3) Property not useful for its intended purpose.

7 That the Defendant's paid \$129,646.75 of the \$415,937.50 personal Property claim submitted by the Plaintiffs.

8 That the Defendant refused to pay the balance of said claim alleging that personal property

(1) Was business property;

(2) Was depreciated properly

(3) Was not replaced by the Plaintiffs

(4) Was not covered by insurance policy;

9 That the Plaintiffs complied with all provisions of said policy, filing all

substantiated proof of loss and inventory forms as furnished by the Defendant, but the Defendant refuses or fails to pay to the Plaintiffs the full amounts owed as a result of said covered loss.

10. That there are no known or alleged policy defenses for the Defendant that would justify non payment of said covered losses incurred by the Plaintiffs.

Premises Considered, Plaintiffs Pray:

1. That process issue and be served upon the Defendant.
2. That upon a hearing on the merits, the Plaintiffs be granted a judgment in an amount to be determined but not less than \$286,290. 75.
3. That the Court assess the statutory bad faith penalty against the Defendant for it's actions in this matter.
4. That the Court grant general relief as the facts might justify in this case.

JEFF HOLT & MELISSA HOLT

By: A. Wayne Henry
Attorney for the Plaintiffs
407 Grove Street
P.O. Box 366
Loudon, TN 37774
Phone: 865-458-9449
Fax: 865-458-1855

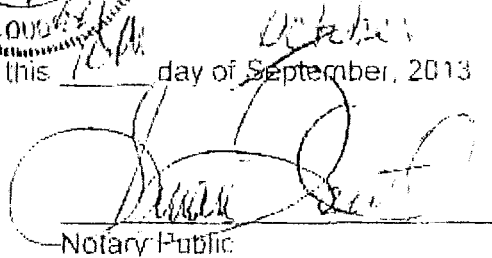
OATH

STATE OF TENNESSEE)
COUNTY OF LOUDON)

Jeff Holt makes an oath that he is the Plaintiff in the foregoing
cause and has read the contents of this Complaint, and the same is true of his
own knowledge and information.

 Jeff Holt

Subscribed and sworn to before me this 18th day of September, 2013



Notary Public

My Comm Expires: 7/15

STATE OF TENNESSEE)
COUNTY OF LOUDON)

Melissa Holt makes an oath that she is the Plaintiff in the foregoing
cause and has read the contents of this Complaint and the same is true of her
own knowledge and information

Melissa Holt
MELISSA HOLT

Subscribed and sworn to before me this 15th day of October, 2013

[Signature]
Notary Public
My Comm Expires 3-15-15

A Wayne Henry
Attorney for Plaintiffs
407 Grove Street
P O Box 366
Loudon, Tennessee 37774
(865) 458-9449
BPR# 9484

COST BOND

We acknowledge ourselves sureties for costs of this cause not to exceed Five Hundred (\$500.00) Dollars.

Dated this 10th ^{October} day of September, 2013..

Jeff Holt
JEFF HOLT

Melissa Holt
MELISSA HOLT

A. Wayne Henry, Attorney

FILED NOV 11 2013 AT \$20.00
SHANNON CONLEY C & M
BY Quinn M. [unclear] D.C.



State Farm Fire and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois

2500 Memorial Boulevard
Memphis, TN 37131-0001

Named Insured

AT2 S-11-2112-6329 H F

ROLL, JEFF & MELISSA
4520 HALL RD
LENOIR TN 37774-7100

DECLARATIONS PAGE

COVERAGE SUMMARY
MAR 16 2010

Policy Number	42-BF-J852-2	
Policy Period	Effective Date	Expiration Date
12 Months	JAN 15 2010	JAN 15 2011
The policy period begins and ends at 12:01 am standard time at the residence premises.		

**Loan # 1866685144
Mortgagee**

CHASE HOME FINANCE LLC
ITS SUCCESSORS AND/OR ASSIGNS
PO BOX 47020
DORAVILLE GA 30362-0020

HOMEOWNERS POLICY

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Location of Residence Premises
Same as Insured's Address

2nd Mortgagee

GREENBANK
510 HIGHWAY 321 N
LENOIR CITY TN 37771 6540

Coverages & Property	Limits of Liability	Inflation Coverage Index: 208.2
SECTION I		Deductibles - Section I
A Dwelling	\$ 525,000	10% Earthquake
Dwelling Extension up to	\$ 52,500	Other Losses 1%
B Personal Property	\$ 393,750	
C Loss of Use	Actual Loss Sustained	
SECTION II		
L Personal Liability (Each Occurrence)	\$ 300,000	
Damage to Property of Others	\$ 500	
M Medical Payments to Others (Each Person)	\$ 5,000	
Loss Settlement Provision (See Policy)		Policy Premium \$ 1,947.00
A1 Replacement Cost - Similar Construction		Discounts Applied
B1 Limited Replacement Cost - Coverage B		Home Alert
Forms, Options, & Endorsements		Home/Auto
Homeowners Policy	FD-7955.KT	Utility Rating C
T1 Amendatory Endorsement	FE-7242.4	
Amendatory Debris Removal	FE-5480	
Fungus (including Mold) Excl	FE-5398	
Telecommunicator Coverage	FE-5831	
Motor Vehicle Endorsement	FE-5455	
Policy Endorsement	FE-5320	
Earthquake Incl Masonry Veneer	FE-7301.4	

In case of loss under this policy, the deductibles will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy

FILED DEC 1 2009 at 8:50a
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BY (Signature) DC

Other limits and exclusions may apply - refer to your policy

Your policy consists of this page, any endorsements and the policy form. Please keep these together.

FD 7001.60

Continued on Reverse

JENNIFER DOWNER
855-986-2215

**AMENDATORY ENDORSEMENT
(Tennessee)****SECTION I - LOSSES INSURED**

We insure for accidental direct physical loss to property described in Coverages A and B caused by sinkhole collapse, meaning *sudden settlement or collapse of the earth resulting from subterranean voids created by the action of water on limestone or similar rock formations. We do not insure against loss caused by abandonment of the property covered.*

SECTION I - LOSSES NOT INSURED

The reference to "sinkhole" is deleted from Earth Movement.

SECTION I AND SECTION II - CONDITIONS

Right to Inspect is added:

Right to Inspect. We have the right but are not obligated to make inspections and surveys at any time, give you reports on conditions we find and recommend changes. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged.

We do not:

- a. make safety inspections

- b. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;

- c. warrant that conditions are safe or healthful; or

- d. warrant that conditions comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

Joint and Individual Interests is added.

Joint and Individual Interests. When there are two or more named insureds, each acts for all to cancel or change the policy.

All other policy provisions apply.

FE-72424
(7/97)FE-5460
Page 1 of 1**AMENDATORY DEBRIS REMOVAL ENDORSEMENT****SECTION I - ADDITIONAL COVERAGES**

Item 1., *Debris Removal* is replaced with the following:

- 1. **Debris Removal.** We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property. The following coverages and limits also apply:
 - a. When the amount payable for the property damage plus the debris removal exceeds the limit for damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to Additional Coverage, Item 2., *Trees, Shrubs and Other Plants*.

- 1. We will also pay up to \$500 in the aggregate for each loss to cover the reasonable expenses you incur in the removal of tree debris from the residence premises, unless otherwise excluded. This coverage applies when:

- (1) the tree has caused a Loss Insured to Coverage A property; or
- (2) the tree debris felled by windstorm, hail, or weight of snow or ice blocks:
 - (a) the driveway, or the residence premises, and prevents land motor vehicle access to or from the dwelling; or
 - (b) a ramp designed to assist the handicapped on the residence premises and prevents access to or from the dwelling.

FE-1460

**MOTOR VEHICLE ENDORSEMENT****DEFINITIONS**

The definition of "motor vehicle" is replaced by the following:

"motor vehicle", when used in Section II of this policy, means:

- a. a land motor vehicle designed for travel on public roads or subject to motor vehicle registration;
- b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
- c. a "recreational vehicle" while off an insured location. "Recreational vehicle", means a motorized vehicle designed for recreation principally off public roads that is owned or leased by an insured. This includes, but is not limited to, a motorized all terrain vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike and personal assistive mobility device;
- d. a "locomotive" while off an insured location. "Locomotive" means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an insured;

e. a bulldozer, track loader, backhoe, right-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle or road building vehicle that is owned or leased by an insured while off an insured location;

f. any vehicle while being towed or pushed by or carried on a vehicle included in a., b., c., d. or e.

g. the following are not motor vehicles:

(1) a motorized land vehicle in dead storage on an insured location;

(2) a boat, camp, home or utility trailer not being towed or pushed by or carried on a vehicle included in a., b., c., d. or e.;

(3) a motorized golf cart while used for golfing purposes;

(4) a motorized vehicle or trailer designed to assist the handicapped that is not designed for travel on public roads or subject to motor vehicle registration.

h. "leased" does not include temporary rental.

All other policy provisions apply.

FE 545

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POLICY ENDORSEMENT**SECTION I AND SECTION II CONDITIONS**

The following condition is added:

Premium. The premium for this policy may vary based upon the purchase of other insurance from one of the State Farm affiliated companies.

All other policy provisions apply.

FE 545
1/1/00